accident from the point of view of the intent of the third party to work the injury: holding that only without such intent could the deed be denominated an accident. But it is from the point of view of the employee that the question must be considered, and so these cases hold that from such point of view, a deliberate and intentional deed by another can be termed an accident, always provided the employee has not engaged in a private altercation on his own account. See *Matter of Employers' Liability Assurance Corporation,* 102 N. E. (Mass.) 697.

A. N. H.

TRADE-MARKS AND TRADE-NAMES—DESCRIPTIVE WORDS.—N. Y. AND N. J. LUBRICANT CO. *v.* YOUNG, 94 ATL. (N. J.) 570.—Plaintiff put on the market an article which it called "non-fluid oil." It had the consistency of a grease but was composed of oil to an extent varying from 75 to 95 per cent. *Held,* the words "non-fluid oil" are descriptive, and plaintiff is not entitled to an exclusive property right therein. Kalisch, Black, and Williams, JJ., *dissenting.*

Names which are mere descriptive terms of a business and generic in their nature are not capable of being appropriated and there can be no unfair competition arising from the use of such names. *Furniture Hospital v. Dorfman,* 179 Mo. App. 302. For example, "always closed," as applied to a revolving door. *Van Kannel Revolving Door Co. v. American Revolving Door Co.,* 215 Fed. 582, 131 C. C. A. 650. "Inter-phone," as applied to telephone switching apparatus. *In re Western Electric Co.,* 39 App. D. C. 420. "Brilliant," as applied to designate one kind of flour. *Sauers Milling Co. v. Kehlor Mills Co.,* 39 App. D. C. 535. "Union," as applied to tobacco packages. *American Tobacco Co. v. Globe Tobacco Co.,* 193 Fed. 1015. "No-sag," as applied to handbags. *In re Freund Bros. and Co.,* 37 App. D. C. 109. But non-exclusive trade-marks or names which all may use because descriptive, may yet by long use in connection with the goods or business of a particular trader, come to have a secondary meaning and though the primary meaning of the word is *publici juris* its secondary meaning is not. *Furniture Hospital v. Dorfman* (*supra.*). Thus the name "Furniture Hopital," though descriptive, was yet so unusual as to be capable of being appropriated as a trade-name; and in the case of the *National Cloak Co. v. Londy & Friend,* 211 Fed. 760, the word "National" as applied to the cloak business, while not distinctive, was held to have acquired a meaning which was plaintiff's property. Also in the case of *N. Y. Mackintosh Co. v. Ham,* 198 Fed. 571, the word "Bestyette" was held to be sufficiently distinctive to be a valid trade-mark for cloaks. The same was held as to the word "cream" as a trade-name for a baking-powder. *International Food Co. v. Price Baking Powder Co.,* 37 App. D. C. 137.

S. B.

WILLS—PROBATE AND ESTABLISHMENT—PLEADING—UNDUE INFLUENCE.—CUNNINGHAME V. HERRING, 70 So. (ALA.) 148.—*Held,* In a proceeding contesting a will, a bare allegation of undue influence without averment of the quo modo of its exercise is sufficient, and is not subject to demurrer for failure to set out the facts.